

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CODESTACK
MEMORANDUM OF CONTRACT**

July 1, 2026 - June 30, 2029

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CODESTACK), a county office of education of the state of California, (SJCOE/ CODESTACK) and the Sage Oak Charter Schools (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

1.1 The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/ CODESTACK will set up and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/ CODESTACK will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/ CODESTACK will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/ CODESTACK will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/ CODESTACK will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/ CODESTACK). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/ CODESTACK. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and District ID. All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching District ID, more than one matching District ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CODESTACK will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

Data will be transmitted via REST API be encrypted via TLS if using the client integration application or protected by a client-hosted SFTP server.

2.5. User Acceptance Period

A “User Acceptance Period” will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CODESTACKs by the client and responded to by CODESTACKs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/ CODESTACK’s secure web and database servers. Maintenance tasks to be undertaken by SJCOE/ CODESTACK during the three-year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

Should the Client’s SIS reside “On-Premise” or has control over SIS server(s)/database(s) and is not hosted by a 3rd party vendor, the Client will be responsible for:

- Developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein.
- Developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS (Only applicable if the Client is pulling data from SEIS).
- Uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

If the Client's SIS is hosted and maintain by a 3rd party vendor, then it is the Clients responsibility to ensure the 3rd party vendor provides all test files, data, and transfer/authentication credentials.

In either scenario it is always the Client's responsibility to validate the data and ensure the minimal hardware and software requirements are met.

Minimum Hardware Requirements: Xeon 1.4Ghz, 8GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2016, and .Net Framework 4.7. Or compatible client-hosted SFTP server

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/ CODESTACK annual maintenance fees of \$2.00 (two dollars), per student based on the Eligible and Pending Student Count in SEIS. The Client's first annual maintenance fee will be \$1,138.00 (one thousand, one hundred and thirty-eight dollars) based on the count of 569. SJCOE/ CODESTACK will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract following the System Launch Date calculated using the most recent Census Day Student Count.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/ CODESTACK and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software

shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/ CODESTACK or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/ CODESTACK shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 PROTECTION OF PRIVATE CUSTOMER DATA

- 7.1 Customer and Provider recognize that some Customer Data in the SELPA and are confidential pursuant to relevant federal and state law, including but not limited to 20 USC section 1232(g) and Education Code sections 49060, et seq. Both Customer and Provider certify they will each abide by all applicable state and federal laws concerning Pupil Records.
- 7.2 Customer shall inform each Authorized User of the need to protect Customer Data containing Pupil Records. Customer agrees not to disclose or make available to any unauthorized third party any Pupil Records to which Customer's Authorized Users are granted access pursuant to this Agreement.
- 7.3 To further protect Customer Data, Customer agrees to restrict access to SEIS to Customer's Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to SEIS Integration, of the obligations of Customer under this Agreement, and will require each Authorized User to maintain those obligations as set forth below:
 - Customer's Authorized Users are prohibited from accessing or using SEIS for any purpose other than to serve the SELPA in connection with this Agreement. If an Authorized User uses SEIS for any unauthorized purpose, the use shall be deemed a breach of this Agreement.
 - SEIS and all supporting documentation shall remain the property of the Provider, excluding Customer Data, which includes Pupil Records, provided by Customer.
- 7.4 Any failure by an Authorized User to protect Pupil Records shall be deemed a breach of this Agreement.
- 7.5 All Customer Data, including Pupil Records, shall remain the property of Customer.

7.6 Security and Confidentiality of Pupil Records. Provider will do the following to ensure the security and confidentiality of Pupil Records:

- a) Designate an employee responsible for the training and compliance of all Provider employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement.
- b) Provider will protect the confidentiality of Pupil Records and take all reasonably necessary measures consistent with industry standards to protect Customer Data from any and all unauthorized access and disclosures.
- c) Provider has designated an individual responsible for training Provider employees, agents and assigns on reasonable protection measures and the confidentiality of Pupil Records consistent with state and federal law.
- d) Provider shall not disclose Pupil Records, except as specified under the terms of this Agreement or as required by law.
- e) Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used Pupil Records received from or on behalf of Customer and/or Pupils.
- f) Provider warrants that all confidentiality and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by Provider, if any, to execute the terms of this Agreement.
- g) Provider warrants that all Pupil Records will be encrypted in transmission and storage.
- h) Provider will use appropriate and reliable storage media, which shall include weekly backup of all input provided by Customer and offsite storage of backup material for a 30-day period.

7.7 Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of Pupil Records, the following process will be followed:

- a) Immediately upon becoming aware of a compromise of Pupil Records, or of circumstances that could have resulted in an unauthorized access to or disclosure of Pupil Records, Customer and Provider agree to notify the other Party, fully investigate the incident and fully cooperate with the other Party's investigation of the incident, implement remedial measures and respond in a timely manner.
 - a. Parent or Adult Pupil will be immediately notified of:
 - i. The nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
 - ii. The specific Pupil Records that were used or disclosed without authorization;
 - iii. What Provider and Customer have done or will do to mitigate any effects of the unauthorized use or disclosure; and
 - iv. What corrective action Provider and Customer have taken or will take to prevent future occurrences.

- b) Except as otherwise required by law, Provider will not provide notice of the incident directly to the Parent or Adult Pupil whose Pupil Records were involved, regulatory agencies, or other entities, without prior written permission from Customer.

7.8 Compliance with Applicable Laws. Customer Data, includes Pupil Records subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g). Provider recognizes that as a county office of education and public entity, Provider is considered a “School Official” (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to Customer through this Agreement. The Parties agree that the services provided to Customer through this Agreement serve a “legitimate educational interest,” as defined and used in FERPA and its implementing regulations. The Parties agree to jointly ensure compliance with FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. The Parties shall comply with the following process for compliance with FERPA and California law:

- a) Provider and Customer warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and Pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 et. seq. and have designated an individual responsible for ensuring compliance therewith.
- b) Provider and Customer shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Agreement and as required by law.
- c) By the signature of its authorized representative or agent below, Provider hereby acknowledges that Customer has provided notice under Education Code section 49075(a) and 34 C.F.R. section 99.33(d) that Provider is strictly prohibited from disclosing Pupil Records from Customer to any third party without the prior written consent and direction to authorize -disclosure by Customer.

7.9 Within thirty (30) days of the Effective Date of termination of this Agreement, or within thirty (30) days from completion of this Agreement, Provider warrants that it will securely transmit all Customer Data, including Pupil Records, to Customer in ASCII delimited file format or other mutually agreed format, without retaining any copies of Customer Data. In the alternative, and subject to a written request from Customer, Provider will securely destroy all Customer Data, including Pupil Records, upon termination of this Agreement. Provider will then provide verification to Customer that the Customer Data not otherwise returned to Customer was destroyed subject to Customer’s written request, the date of destruction and the method of destruction.

8.0 WARRANTY DISCLAIMER

SJCOE/CODESTACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CODESTACK ASSUMES

NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CODESTACK. CLIENT AGREES THAT SJCOE/CODESTACK SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

9.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

10.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contractors and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

11.0 INDEMNIFICATION

SJCOE/ CODESTACK agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/ CODESTACK.

The Client agrees to indemnify, defend and hold harmless SJCOE/ CODESTACK for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

CONTRACTOR/CONSULTANT to Provide Insurance

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below.

1. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the contract.
2. Comprehensive General Liability Insurance in the amount of \$

3. Cyber Liability Insurance.
4. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement Yes N/A
5. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of \$ N/A for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.
6. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of the section have been met.
7. The insurance shall name the Sage Oak Charter Schools as the additional named insured in the policy.

SJCOE Project Manager Fingerprinting Certification:

By signing this agreement, the SJCOE project manager hereby certifies that the **CONTRACTOR/CONSULTANT** for this project will have contact with students as indicated below:

CONTRACTOR/CONSULTANT will have NO contact with students.

CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of an SJCOE staff member.

CONTRACTOR/CONSULTANT will have unsupervised contact with students. Please complete the Contractor Certification information.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

 Johnny Arguelles, Division Director
 CodeStack
 San Joaquin County Office of Education

 Date

 Tim O'Brien, Asst. Superintendent, Business Services/ CFO
 Sage Oak Charter Schools

 Date